

DATED 19th January 2005

THE BROADS AUTHORITY

- and -

B S AND S M CUNNINGHAM

AGREEMENT

Under Section 106 of the
Town and Country Planning Act 1990
relating to land at
Willow Marina Riverside Estate Brundall

Solicitor to the Broads Authority
Norfolk County Council
County Hall
Martineau Lane
Norwich
NR1 2DH

THIS AGREEMENT is made by Deed the *19th* day of *January* 200*8*

B E T W E E N THE BROADS AUTHORITY (the "Broads Authority") of Thomas Harvey House 18 Colegate Norwich NR3 1BQ(1) and BRIAN SIDNEY CUNNINGHAM and SHEILA MARGARET CUNNINGHAM of Oakdene 28 Blofield Road Brundall Norwich NR13 5NN (the "Owner") (2)

AND RECITES:-

- (1) The Owner is the freehold owner of the land shown edged red on the attached plan registered under title number NK256208 ("the Land")
- (2) The Authority is a Local Planning Authority within the meaning of the Town and Country Planning Act 1990 (the "Act") for the area within which the Land is situated
- (3) The Owners have made application to the Authority (reference 20040279) (the "Application") in accordance with the Act and the Orders and Regulations for the time being in force thereunder for planning permission to develop the Land by the provision of five additional moorings (the "Development")
- (4) Subject to completion of this Agreement the Authority have resolved to grant planning permission for the Development pursuant to the application (the "Planning Permission")

- (5) The obligations created by this Deed are planning obligations within the meaning of Section 106 of the Act (as amended) and are enforceable by the Authority

N O W THIS DEED WITNESSETH as follows:-

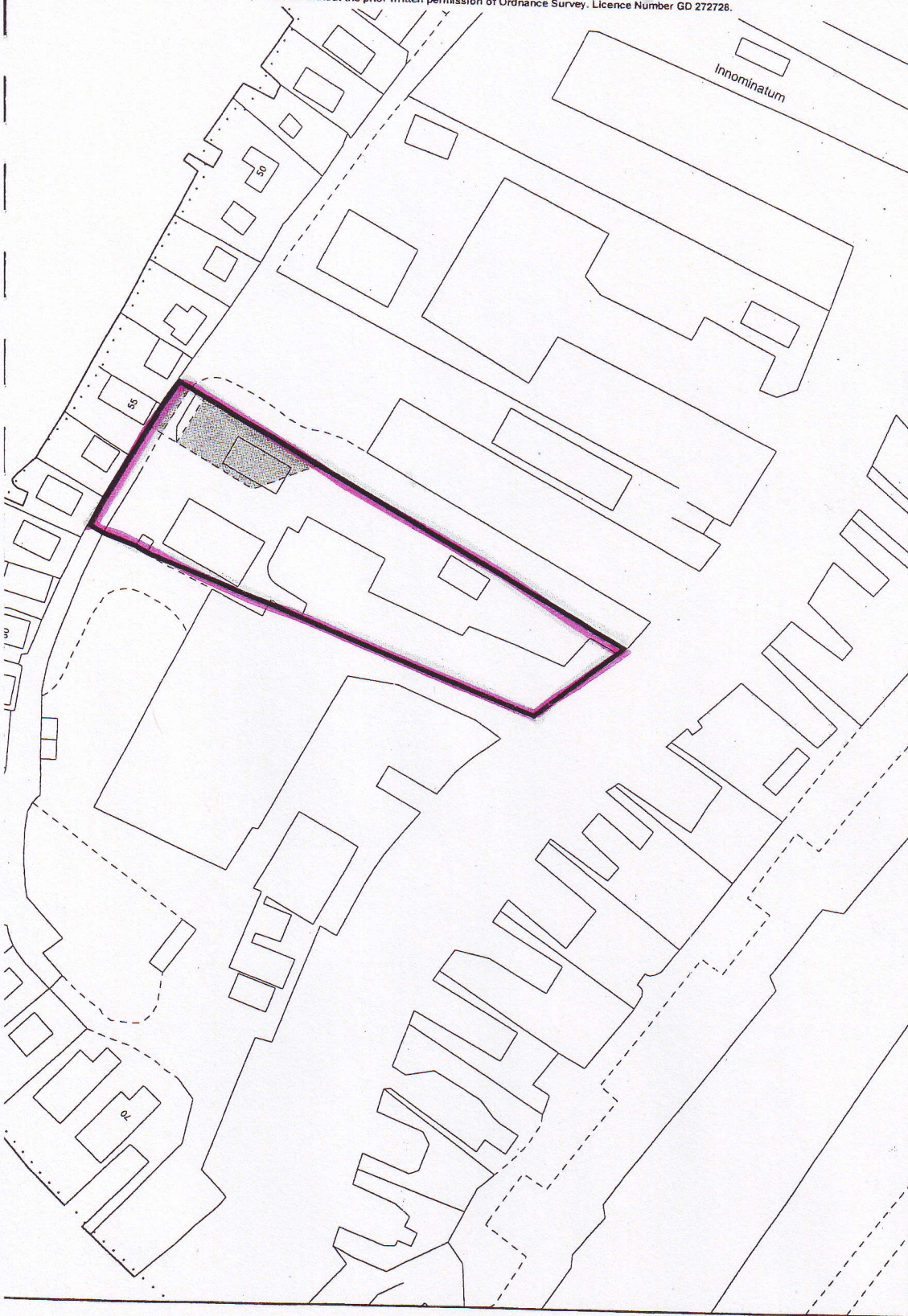
1. This Agreement is made in pursuance of Section 106 of the Act and all other enabling powers
2. The Owners hereby covenant with the Authority with effect from the date of the Planning Permission as follows:-
 - 2.1 Within the Land there will be a maximum of 20 moorings of which a maximum of 10 shall be occupied by boats which are on hire and the remainder shall be occupied by only by boats which are in use by their owners
 - 2.2 The Owner shall afford the Authority the right to inspect the moorings at all reasonable hours
 - 2.3 The Owner shall maintain records showing the use made of the moorings by boats on hire if any and shall make such records available to the Authority for inspection at all reasonable hours provide free of charge to the authority such copies as the Authority may reasonably require

REFERENCE:

TG3207SE

SCALE 1:1250 Enlarged from 1/2500

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- 3.1 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between the respective senior executives of the parties who have authority to settle the same
- 3.2 If the matter is not resolved through negotiation the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution ("ADR") procedure as recommended to the parties by the Centre for Dispute Resolution
- 3.3 If the matter has not been resolved by an ADR procedure within 28 days of the initiation of such procedure or if either party will not participate in an ADR procedure the dispute may be referred by either party to arbitration for decision by a person appointed by agreement between the parties or in default of agreement by the President for the time being of the Institute of Civil Engineers who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties
- 3.4 Nothing in clauses 3.1 and 3.2 shall apply to the recovery of a liquidated sum or prevent the parties from commencing or continuing court proceedings
4. Without prejudice to the enforcement of restrictions and obligations against successors in title no person shall be liable for any breach of this Agreement if at the time the breach occurs they have no interest in the Land

5. No waiver (whether express or implied) by the Authority of any breach of default by the Owners or their successors in title in performing or observing any of the terms and conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Authority from enforcing any of the terms and conditions or from acting upon any subsequent breach or default in respect thereof by the Owners or their successors in title
6. The Owners hereby covenant that they are the freehold owners of the Land and have full power to enter into this Agreement that the Land is free from all mortgages charges or other encumbrances and that there is no person having any interest in the Land other than those notified in writing to the Solicitor to the Authority prior to the date hereof
7. If the Planning Permission is quashed revoked or expires without implementation then this Deed shall absolutely determine
8. The expressions "the Authority" and "the Owners" shall include their respective successors and assigns as appropriate within the terms of Section 106 of the Act
9. The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement

10. The Owner shall pay the Authorities reasonable legal costs on this Agreement

11. This Agreement shall be registered as a local land charge

I N W I T N E S S whereof the parties hereto have executed and delivered this
Deed the day and year first before written

THE COMMON SEAL of
THE BROADS AUTHORITY
was hereunto affixed in the
presence of:-



Kew Wm

SOLICITOR TO THE BROADS AUTHORITY

Signed as a deed by the said
BRIAN SIDNEY CUNNINGHAM

Brian Cunningham
BSC

In the presence of:

Witness
Signature *M.F. Wegg*
Name *M.F. WEGG*
Address *8 LADY MARY ROAD*
NORWICH NR12 0Z
Occupation *O.A.P.*

Signed as a deed by the said
SHEILA MARGARET CUNNINGHAM

Sheila M. Cunningham
SMC

In the presence of:

Witness
Signature *M.F. Wegg*
Name *M.F. WEGG*
Address *8 LADY MARY ROAD*
NORWICH NR12 0Z
Occupation *O.A.P.*